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U S DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
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UNITED STATES DISTRICT COURT
FOR THE
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

REBEL HAYS }
PLAINTIFF. } Case No. 1:13-cv-00913
V. } Hon. Judge Janet T. Neff
U.S. District Judge
SHERMETA, ADAMS & VON ALLMEN PC. }
& ENRIGHT, ANDREA A. (Individually) }
VON ALLMEN, KYLE J. (Individually) }
GRUCA, TERRI P. (Individually) }
WINSLOW, DEBORAH A.(Individually) }
DEFENDANTS. }
/

COMPLAINT

Plaintiff, Rebel Hays, A Consumer, Hereby files law suit against and sues Defendants SHERMETA, ADAMS & VON ALLMEN PC and Individually: ANDREA A. ENRIGHT, KYLE J. VON ALLMEN, TERRI P.GRUCA, and DEBORAH A.WINSLOW, for violations under the Fair Credit Reporting Act FCRA 15 U.S.C. §1681 *et seq.* and Fair Debt Collection Practices Act FDCPA §1692 *et seq.* and alleges:

PARTIES

PLAINTIFF: Is a Consumer and REBEL HAYS, resides at 31283 Highway US 12. Niles MI. 49120

DEFENDANT: SHERMETA, ADAMS & VON ALLMEN PC 901 Tower Dr., Ste. 400, Troy MI.48098, P.O. Box 5016 Troy, Michigan 48308

DEFENDANT: ANDREA A. ENRIGHT, 901 Tower Dr., Ste. 400, Troy MI.48098, P.O. Box 5016 Troy, Michigan 48308

DEFENDANT: KYLE J. VON ALLMEN 901 Tower Dr., Ste. 400, Troy MI.48098, P.O. Box 5016 Troy, Michigan 48308

DEFENDANT: TERRI P.GRUCA 901 Tower Dr., Ste. 400, Troy MI.48098, P.O. Box 5016 Troy, Michigan 48308

DEFENDANT: DEBORAH A.WINSLOW 901 Tower Dr., Ste. 400, Troy MI.48098, P.O. Box 5016 Troy, Michigan 48308

PRELIMINARY STATEMENT

This is an action for damages brought for damages upon consumer debt collection violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq.* and Fair Debt Collection Practices Act (FDCPA) §1692 *et seq.*

JURISDICTION AND VENUE

1. The jurisdiction of this Court is conferred by 15 U.S.C. §1692kd, 15 U.S.C. §1681p. and 28 U.S.C. §1331.
2. Venue is proper in this Circuit pursuant to 28 U.S.C. §1391b. And that all occurrences which give rise to this action occurred in Cass County Michigan in which Plaintiff also resides
3. Venue is proper in The Western District of Michigan Southern Division
4. All conditions precedent to the bringing of this action have been performed, waived or excused.

FACTUAL ALLEGATIONS

5. Plaintiff, Rebel Hays, is a natural person and is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c) in the State of Michigan. And resides in the County of Cass Michigan

6. Defendant, SHERMETA, ADAMS & VON ALLMEN PC, is a MICHIGAN Corporation, and is performing duties as a debt collector authorized, established and defined under §803(6) 15 USC 1692a(6) to collect consumer debt and do business in The State of Michigan and is located in Troy, Michigan

7. Defendant, ANDREA A. ENRIGHT, is employed by SHERMETA, ADAMS & VON ALLMEN PC and is personally involved in the collection of the alleged debt at issue and

authorized to do business in the state of Michigan and is located in Troy Michigan, county of Oakland.

8. Defendant, KYLE J. VON ALLMEN , is employed by SHERMETA, ADAMS & VON ALLMEN PC and personally involved in the collection of the alleged debt at issue and authorized to do business in Michigan and is located in Troy Michigan. county of Oakland.

9. Defendant, TERRI P.GRUCA, is employed by SHERMETA, ADAMS & VON ALLMEN PC and personally involved in the collection of the alleged debt at issue and authorized to do business in Michigan and is located in Troy Michigan. county of Oakland.

10. Defendant, DEBORAH A.WINSLOW, is employed by SHERMETA, ADAMS & VON ALLMEN PC and personally involved in the collection of the alleged debt at issue and authorized to do business in Michigan and is located in Troy Michigan. county of Oakland.

11. On OCT 8th , 2012, SHERMETA, ADAMS & VON ALLMEN PC Initiated a hard pull of Plaintiff's credit report from the Credit Reporting Agency (CRA) Experian without permissible purpose, thereby reducing and damaging Plaintiff's credit score.

12. On January 18th 2013 Plaintiff pulled for review his personal consumer credit report from all the three major Credit Reporting Agencies and found entries that were unfamiliar and unauthorized within Plaintiffs reports.

13. Plaintiff reviewed his consumer credit report from Experian Credit Reporting Agency and after review of this report found entries that were unauthorized from the defendant SHERMETA, ADAMS & VON ALLMEN PC.

14. Plaintiff found after immanent and clear examination of his Experian Consumer Credit Report a damaging unauthorized entry made on October 8th 2012 by Shermeta, Adams & Von Allmen PC.

15. Discovery of FCRA Violations brought forth herein occurred on January 18th 2013

and are within the statute of limitations as defined in FCRA 15 U.S.C 1681p

16 Defendant ANDREA A. ENRIGHT took legal action repeatedly against Plaintiff on a alleged debt outside his jurisdiction of residents in which Plaintiff resides on four different occasions 10/29/2012, 11/05/2012, 03/13/2013 and 03/27/2013.

17. Defendant SHERMETA, ADAMS & VON ALLMEN PC took legal action on a debt against Plaintiff a consumer on a alleged debt outside his jurisdiction repeatedly on 10/29/2012, 11/05/2013, 03/13/2013 and 03/27/2013

18. Defendant ANDREA A. ENRIGHT in collection of a debt used contract agreement documents that are false and misleading and of no foundation, dubious unauthenticated and false representation or deceptive means to collect or attempt to collect a debt against Plaintiff.

19. Defendant SHERMETA, ADAMS & VON ALLMEN PC claimed to be in collection of a debt based upon breach of contract for but failed to produce any such contract in which would give rise to any legal obligation of such from plaintiff, as a result of that action defendants used false representation or deceptive means to collect or attempt to collect a debt against Plaintiff.

20. Defendant KYLE J. VON ALLMEN took legal action repeatedly on a debt against Plaintiff outside his jurisdiction of residents in which Plaintiff resides on four different occasions 10/29/2012, 11/05/2012, 03/13/2013 and 03/27/2013.

21. Defendant TERRI P. GRUCA took legal action repeatedly on a debt against Plaintiff outside his jurisdiction of residents in which Plaintiff resides on four different occasions 10/29/2012, 11/05/2012, 03/13/2013 and 03/27/2013.

22. Defendant DEBORAH A. WINSLOW took legal action repeatedly on a debt against Plaintiff outside his jurisdiction of residents in which Plaintiff resides on four different occasions 10/29/2012, 11/05/2012, 03/13/2013 and 03/27/2013.

COUNT I
VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA)
IMPERMISSIBLE PURPOSE 15 U.S.C. 1681b *et seq* 1681b(a) AND 1681b(f)
***et seq* USE OR OBTAINING IS PROHIBITED BY DEFENDANT**
SHERMETA, ADAMS & VON ALLMEN

23. Paragraphs 1 through 22 are realleged as though fully set forth herein.

24. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

25. SHERMETA, ADAMS & VON ALLMEN PC furnishes information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

26. SHERMETA, ADAMS & VON ALLMEN PC violated the FCRA. Title 15 U.S.C. §1681b(f), by deliberately obtaining from the (CRA) Credit Reporting Agency Plaintiff's consumer report as Certain use of information is prohibited and the consumer report is obtained for use and purpose for which the consumer report is Authorized to be furnished and the purpose is certified in accordance with both 1681b and 1681e, No such Purpose for use was authorized.

27. On OCT 10, 2012, SHERMETA, ADAMS & VON ALLMEN PC Initiated a hard pull of Plaintiff's credit report from Experian on 10/08/2012 without permissible purpose. The language is very clear, Pursuant to Title 15 U.S.C. §1681b. No credit, insurance or employment was applied for by plaintiff or no firm offer of credit was made, therefor clear and concise willful violations of FCRA Title 15 U.S.C. §1681b *et seq* by defendant were committed.

28. SHERMETA, ADAMS & VON ALLMEN PC violated 15 U.S.C. §1681b on 10/08/2012 by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b Subject to subsection (c) No Authority was given no credit or employment offered, therefor permissible purpose as defined under 1681b *et seq* has been willfully violated by defendant, Plaintiff did not give authorization nor was Plaintiff notified in accordance with 1681b *et seq*.

29. SHERMETA, ADAMS & VON ALLMEN PC violated 15 U.S.C. §1681b(a) by obtaining Plaintiff's consumer report on 10/08/2012 without a permissible purpose as defined by

and in accordance to Subsection (c) of 15 U.S.C. §1681b *et seq.* Plaintiff did not give authority to defendant to pull plaintiffs consumer report.

30. SHERMETA, ADAMS & VON ALLMEN PC violated Title 15 U.S.C. §1681b and 1681b(f) on 10/08/2012 by obtaining Plaintiff's consumer report without a permissible purpose, or for any proper use of consumer report as defined by 1681b(f) Plaintiff has never done any business with the company, nor has the defendant shown any lawful and legal standing for the collection of any debt the defendants have been in collection of from the plaintiff.

(a) See attached Exhibit C. to complaint as to a validated entry on record of actions and violations which took place Oct 8th 2012.

(b) See attached Exhibit D. as to the Affidavit of validation to the record.

COUNT II

VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C. §1692i *et seq* VENUE LEGAL ACTION OUTSIDE PLAINTIFFS JURISDICTION BY DEBT COLLECTOR SHERMETA, ADAMS & VON ALLMEN

31. Paragraphs 23 through 30(b) are realleged as though fully set forth herein

32. Defendant, SHERMETA, ADAMS & VON ALLMEN PC, is a MICHIGAN Corporation, and debt collector authorized under §803(6) 15 USC 1692a(6) to collect consumer debt and do business in The State of Michigan and is located in Troy, Michigan

33. SHERMETA, ADAMS & VON ALLMEN PC has violated 15 U.S.C §1692i(a) (2) any legal action on a debt against any consumer outside his jurisdiction or place of signing of any contract. Defendants brought legal action over an alleged debt against Plaintiff outside of his jurisdiction not just once but on four occasions.

34. On October 29th 2012, November 3rd 2012, March 13th, 2013, and on March 27th 2013 Defendant took legal action on collection of a debt against Plaintiff in a court outside Plaintiffs jurisdiction.

(a). See attached Exhibit A to complaint as to a validated entry on record of actions and events which took place and that are evidence from a court record thereof.

(b). See attached Exhibit D as to the Affidavit of validation to record.

COUNT III

VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C. §1692i *et seq* VENUE LEGAL ACTION OUTSIDE PLAINTIFFS JURISDICTION BY DEFENDANT ANDREA A. ENRIGHT

35. Paragraphs 32 through 34(b) are realleged as though fully set forth herein

36. ANDREA A. ENRIGHT has violated Title 15 U.S.C §1692i(a) (2) by taking any legal action on a debt against any consumer outside their jurisdiction or place of signing of any contract. Defendant ANDREA A. ENRIGHT brought legal action over an alleged debt against Plaintiff outside of his jurisdiction not just once, but on four different occasions.

37. On October 29th 2012, November 3rd, 2012 March 13th. 2013, and on March 27th 2013 Defendant took legal action on the collection of a debt against Plaintiff in a court outside Plaintiffs jurisdiction.

(a). See Exhibit A attached to complaint as to a validated entry as to court records of evidence of violations and actions defendant took against plaintiff.

(b). See Exhibit D as to the Affidavit of validation to record.

COUNT IV

VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C. §1692i *et seq* VENUE LEGAL ACTION OUTSIDE PLAINTIFFS JURISDICTION BY DEFENDANT KYLE J. VON ALLMEN

38. Paragraphs 35 through 37(b) are realleged as though fully set forth herein

39. KYLE J. VON ALLMEN has violated Title 15 U.S.C §1692i(a) (2) by taking any legal action on a debt against any consumer outside their jurisdiction or place of signing of any

contract. Defendant KYLE J. VON ALLMEN brought legal action over an alleged debt against Plaintiff outside of his jurisdiction not just once, but on four different occasions.

40. On October 29th 2012, November 3rd, 2012 March 13th, 2013, and on March 27th 2013 Defendant took legal action on collection of a debt against Plaintiff in a court outside Plaintiffs jurisdiction.

(a). See Exhibit A attached to complaint as to a validated entry of filing on court record of evidence of violations.

(b). See Exhibit D as to the Affidavit of validation to record.

COUNT V
VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA),
15 U.S.C. §1692i *et seq* VENUE LEGAL ACTION OUTSIDE PLAINTIFFS
JURISDICTION BY DEFENDANT TERRI P. GRAUCA

41. Paragraphs 39 through 40(b) are realleged as though fully set forth herein

42. TERRI P. GRAUCA has violated Title 15 U.S.C §1692i(a) (2) by taking any legal action on a debt against any consumer outside their jurisdiction or place of signing of any contract. Defendant TERRI P. GRAUCA brought legal action over an alleged debt against Plaintiff outside of his jurisdiction not just once, but on four different occasions.

43. On October 29th 2012, November 3rd, 2012 March 13th, 2013, and on March 27th 2013 Defendant took legal action on collection of a debt against Plaintiff in a court outside Plaintiffs jurisdiction.

(a). See Exhibit A attached to complaint as to a validated entry of court record of evidence of factual violations.

(b). See Exhibit D as to the Affidavit of validation to record.

COUNT VI

**VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA),
15 U.S.C. §1692i *et seq* VENUE LEGAL ACTION OUTSIDE PLAINTIFFS
JURISDICTION BY DEFENDANT DEBORAH A. WINSLOW**

44. Paragraphs 42 through 43(b) are realleged as though fully set forth herein

45. DEBORAH A. WINSLOW has violated Title 15 U.S.C §1692i(a) (2) by taking any legal action on a debt against any consumer outside their jurisdiction or place of signing of any contract, Defendant DEBORAH A. WINSLOW brought legal action over an alleged debt against Plaintiff outside of his jurisdiction not just once, but on four different occasions.

46. On October 29th 2012, November 3rd,2012 March 13th. 2013, and on March 27th 2013 Defendant took legal action on collection of a debt against Plaintiff in a court outside Plaintiffs jurisdiction.

(a). See Exhibit A attached to complaint as to a validated entry on court record of evidence and factual violations.

(b). See Exhibit D as to the Affidavit of validation to record.

COUNT VII

**VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA),
15 U.S.C. §1692 *et seq* FALSE AND MISLEADING PROSECUTION BY
DEFENDANT SHERMETA, ADAMS & VON ALLMEN**

47. Paragraphs 45 through 46(b) are realleged as though fully set forth herein

48. SHERMETA, ADAMS & VON ALLMEN PC violated Title 15 U.S.C. §1692e(10) by the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

49. SHERMETA, ADAMS & VON ALLMEN PC used copies of unfounded, unjustified, unauthorized paper documents with no factual certified proof or any affidavit of actual amounts in order to collect a debt, nor did they have any foundation as to how they came to the amounts or documents. Further inspection of Defendants alleged evidence will show there are no signatures, authorities or canceled checks that would show proof of creation of any

account or use thereof and clearly a violation of Title 15 U.S.C. §1692e(10)

50. SHERMETA, ADAMS & VON ALLMEN PC used unsigned, unauthorized, unjustified outdated generic Capital One Bank NA credit card agreement in which anyone could print. Defendant claims the account was created May 2011 but has no first hand factual knowledge or certified documents or affidavits which would give rise to such an obligation, but defendant sets forth and upholds a outdated copy of a unsigned, unjustified contract agreement that is from prior years then the date of alleged debt was created, a clearly violation of Title 15 U.S.C. §1692e(10).

(a). See Exhibit B attached to complaint as to unconfirmed deceptive contract agreement and false representation used as a deceptive means to collect a debt.

(b). See Exhibit D as to the Affidavit of validation to record.

COUNT VIII
VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA),
15 U.S.C. §1692 *et seq* FALSE AND MISLEADING PROSECUTION BY
DEFENDANT ANDREA A. ENRIGHT

51. Paragraphs 48 through 50(b) are realleged as though fully set forth herein

52. ANDREA A. ENRIGHT has violated 15 U.S.C. §1692e(10) by the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

53. ANDREA A. ENRIGHT employed by Shermeta Adams Von Allmen PC. used copies of unauthorized deceptive Capital One contract credit card agreement with no proof of actual amounts, affidavits, certified copies or a foundation as to how they came to the amounts. Further inspection shows there are no signatures or canceled checks that would show or validate proof of use or creation of account or any thereof by plaintiff.

54. ANDREA A. ENRIGHT used unsigned outdated unauthorized copy of a

unconfirmed deceptive contract agreement that is from a prior year then the date defendant alleged the debt and account was created.

(a). See Exhibit B attached to complaint as to unconfirmed deceptive contract agreement and false representation used as a deceptive means to collect a debt.

(b). See Exhibit D as to the Affidavit of validation to record.

COUNT IX

VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C. §1692 *et seq* Fair Debt Collection Practices Act § 808.Unfair Practices 15 USC 1692f BY DEFENDANT ANDREA A. ENRIGHT

55. Paragraphs 52 through 54(b) are realleged as though fully set forth herein

56. ANDREA A. ENRIGHT has violated 15 U.S.C. §1692f(1) by the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

57. ANDREA A. ENRIGHT has illustrated and brought forth to use for the collection of a debt an agreement outdated over a year as to when defendant claims account was created and that clearly has no lawful proven relevance of a debt, signature of plaintiff or foundation in which defendant has set the amounts that are stated owed or that would give any justifiable or lawful means that plaintiff even owned the account. ANDREA A. ENRIGHT brought forth to use an agreement that is unsigned and over a year out of date as to when the defendant claims the account was created and clearly fails to show the origin or creation, and amount of the debt owed, These actions are violations of Title 15 U.S.C. §1692f(1).

(a). See Exhibit B attached to complaint as to unconfirmed deceptive contract agreement and false representation used as a deceptive means to collect a debt.

(b). See Exhibit D as to the Affidavit of validation to record.

COUNT X

**VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA),
15 U.S.C. §1692f *et seq* Unfair Debt Collection Practices. Furnishing Certain
Deceptive Forms BY DEFENDANT SHERMETA, ADAMS & VON ALLMEN**

58. Paragraphs 56 through 57(b) are realleged as though fully set forth herein

59. SHERMETA, ADAMS & VON ALLMEN PC violated 15 U.S.C. §1692f(1) by the collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law. SHERMETA, ADAMS & VON ALLMEN PC. Fails to show a valid agreement or contract which would give lawful authority of the collection of a debt therefor defendants are in clear violation of Title 15 U.S.C. §1692f(1).

60. SHERMETA, ADAMS & VON ALLMEN PC has illustrated and brought forth to use an agreement that clearly has no lawful relevance or foundation to which defendant has set the amounts that state are owed or that any such contract or obligation even exists. Defendant has brought forth a Capital One Credit Card agreement that is unsigned and over a year out of date as to when the defendants claims the account was created and clearly fails to show the origin or creation, and therefor any amount of the alleged debt owed can not be lawfully litigated and is in clear violation of Title 15 U.S.C. §1692f(1).

(a). See Exhibit B attached to complaint as to deceptive contract agreement and false representation used as a deceptive means to collect a debt.

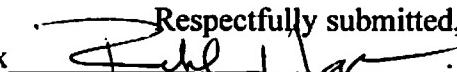
(b). See Exhibit D as to the Affidavit of validation to record.

WHEREFORE, Based on the facts set forth in the above counts Plaintiff demands judgment for damages against SHERMETA, ADAMS & VON ALLMEN PC and defendants listed individually for actual, punitive, and statutory damages, any and all attorney's fees and costs, pursuant to 15 U.S.C. §1681n. & §1681o. and any other relief that the Honorable court and/or jury would find for in favor of Plaintiff.

DEMAND FOR JURY TRIAL

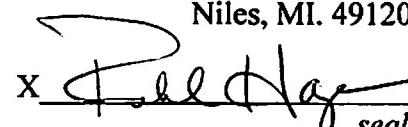
Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated: Aug 14, 2013

x 
Respectfully submitted,
Rebel Hays
rebelhays@comcast.net
31283 HIGHWAY US 12
NILES, MI.49120

CERTIFICATION OF SERVICE

I hereby certify that on _____, 2013, I have served a copy of the foregoing COMPLAINT via facsimile and certified first class mail, return receipt postage pre-paid, to the following address of this notice:

Rebel Hays
31283 HWY US 12
Niles, MI. 49120

x *Rebel Hays* seal
Rebel Hays
rebelhays@comcast.net

Service to:

SHERMETA, ADAMS & VON ALLMEN PC
901 Tower Dr., Ste. 400,
Troy MI.

ENRIGHT, ANDREA A.
901 Tower Dr., Ste. 400,
Troy MI. 48098

KYLE J. VON ALLMEN
901 Tower Dr., Ste. 400,
Troy MI. 48098

TERRI P.GRUCA 901 Tower Dr., Ste. 400,
901 Tower Dr., Ste. 400,
Troy MI. 48098

DEBORAH A. WINSLOW. 901 Tower Dr., Ste. 400,
901 Tower Dr., Ste. 400,
Troy MI. 48098